

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is between Jake Webb ("Webb"), individually and on behalf of all individuals listed in **Exhibit 1**, (hereinafter referred to as "Plaintiffs"), and Yassine Enterprises, LLC, The Downtown Austin Group LLC, Vicci, Inc., Walachi, Inc., 607 LLC, Island of Treasure LLC, Warehouse Entertainment LLC, Acoustic Café LLC, and Pure Austin Nightclub LLC, (collectively, the "Corporate Defendants") and Hussein Ali Yassine a/k/a "Mike" (hereinafter collectively referred to as "Defendants"). The "Effective Date" of this Agreement shall be the date last executed below. The "Parties" shall refer to Plaintiffs and Defendants.

## RECITALS

WHEREAS, on September 9, 2011 Webb individually and on behalf of allegedly similarly situated employees filed a "Complaint & Jury Demand" against Defendants in Case No. 1:11-CV-786, in the United States District Court for the Western District of Texas, Austin Division, (the "Lawsuit") asserting claims under the Fair Labor Standards Act (the "FLSA") for non-payment of wages;

WHEREAS, on November 16, 2011, the Court granted Plaintiffs' Motion for Conditional Certification to conditionally certify the Lawsuit as a collective action under 29 U.S.C. § 216(b); and

WHEREAS, the Parties desire to avoid the cost, expense, and uncertainty of continued litigation, and have elected to compromise and settle this dispute upon the terms and conditions stated herein.

## COVENANTS AND AGREEMENTS

For and in consideration of the promises outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Agreed Judgment. The Parties agree to the execution and to the entry of the Agreed Judgment in the form attached hereto as **Exhibit 2**. Defendants (through their counsel) will provide Plaintiffs' counsel Daniel Byrne or Kevin Brown ("Plaintiffs' Counsel") with a signed copy of Exhibit 2 simultaneously upon execution of this Agreement by Webb and Plaintiffs' Counsel on behalf of Webb and all individuals identified on Exhibit 1.

a. Plaintiffs agree that Plaintiffs' Counsel will hold the executed copy of the Agreed Judgment in trust and make no attempt to seek judicial approval of this Agreement or to file the Agreed Judgment until after the conclusion of the trial in Cause No. *USA v. Yassine et al.*, 1:12-cr-00105-SS in the United States District Court for the Western District of Texas, Austin Division ("Criminal Trial"). Plaintiffs agreed that any attempt to seek judicial approval of this Agreement or to file the Agreed Judgment prior to the conclusion of the Criminal Trial will render this Agreement null, void, and unenforceable.

b. Upon conclusion of the Criminal Trial, the Parties will submit this Agreement and the Agreed Judgment to the Court for final approval.

c. The Agreed Judgment will include an exhibit in the form attached hereto as Exhibit 1, which identifies the individual Plaintiffs by name, with an agreed judgment amount set forth for each. The Parties acknowledge that Defendants had no role in determining what amounts identified on Exhibit 1 are to be paid to each Plaintiff identified on Exhibit 1.

d. Plaintiffs acknowledge and agree that they will not make any attempt to enforce the Agreed Judgment against or to secure satisfaction of the Agreed Judgment by seeking to encumber, liquidate, or force the sale of Hussein Ali Yassine residence at the following address 555 East 5<sup>th</sup> Street, Unit 3121, Austin, Texas 78701 ("Exempt Property"). Plaintiffs acknowledge and agree that the Exempt Property is Hussein Ali Yassine's homestead and therefore it is exempted from and not available to satisfy any aspect or amount of the Agreed Judgment. Defendants hereby waive any right they may have to appeal the Agreed Judgment, and it shall be final and enforceable upon entry by the Court.

**2. No admission of wrongdoing.** The Parties agree that this settlement is the compromise of a disputed claim and does not constitute an admission by Defendants of any violation of any federal, state, or local statute or regulation, or any violation of any of Plaintiffs' rights or of any duty owed by Defendants to Plaintiffs.

**3. Releases.** Subject to the Court's final approval of this settlement and entry of the Agreed Judgment, Plaintiffs shall be deemed to have fully, finally and forever acquitted, released and discharged Defendants and their respective former or present parents, subsidiaries, affiliates, owners, officers, directors, employees, partners, shareholders, agents and any other successors, assigns or legal representatives from any and all past, present or future claims, demands, causes of action, losses, fees, costs or expenses related to Plaintiffs' employment with Defendants, including, but not limited to, all claims, demands, and causes of action for recovery of actual damages, general damages, special damages, consequential damages, economic damages, mental anguish damages, emotional distress damages, punitive damages, expenses, costs, attorneys' fees, overtime, back pay, front pay, salary, bonuses, commissions, incentive payments, stock, vacation pay, personal time off, employment-related insurance benefits, expense reimbursements or any other form of compensation; and all claims, demands and causes of action pursuant to state, local or federal law, common law or statute, relating to all acts and/or omissions occurring up through the date of this Agreement, including without limitation, the federal Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act; the federal Americans with Disabilities Act of 1990; the Sarbanes-Oxley Act of 2002; the False Claims Act, 31 U.S.C. 3729 *et seq.*; the Family and Medical Leave Act; actions brought under Texas statutory or common law; the Fair Labor Standards Act and other applicable state wage and hour law; tort law; whistleblower law; retaliation, including but not limited to, workers' compensation retaliation; assault and battery; contract law, either express or implied; wrongful discharge; discrimination; harassment; emotional distress; defamation; fraud; invasion of privacy; negligent hiring, supervision and retention; intentional and/or negligent infliction of emotional distress; and outrage, whether known or unknown, arising from any engagement with Defendants and which were or could have been pleaded in the Lawsuit ("Plaintiffs' Released Claims").

Subject to the Court's final approval of this settlement and entry of the Agreed Judgment, Defendants shall be deemed to have fully, finally and forever acquitted, released and discharged Plaintiffs and their respective agents and any other successors, assigns or legal representatives, from any and all past, present or future claims, demands, causes of action, losses, fees, costs or expenses related to Plaintiffs' employment with Defendants, including, but not limited to, all claims, demands, and causes of action for recovery of actual damages, general damages, special damages, consequential damages, economic damages, mental anguish damages, emotional distress damages, punitive damages, expenses, costs, attorneys' fees, overtime, back pay, front pay, salary, bonuses, commissions, incentive payments, stock, vacation pay, personal time off, employment-related insurance benefits, expense reimbursements or any other form of compensation; and all claims, demands and causes of action pursuant to state, local or federal law, common law or statute, relating to all acts and/or omissions occurring up through the date of this Agreement, including without limitation, the federal Civil Rights Act of 1964, as amended; the Age

Discrimination in Employment Act; the federal Americans with Disabilities Act of 1990; the Sarbanes-Oxley Act of 2002; the False Claims Act, 31 U.S.C. 3729 *et seq.*; the Family and Medical Leave Act; actions brought under Texas statutory or common law; the Fair Labor Standards Act and other applicable state wage and hour law; tort law; whistleblower law; retaliation, including but not limited to, workers' compensation retaliation; assault and battery; contract law, either express or implied; wrongful discharge; discrimination; harassment; emotional distress; defamation; fraud; invasion of privacy; negligent hiring, supervision and retention; intentional and/or negligent infliction of emotional distress; and outrage, whether known or unknown, arising from any engagement with Plaintiffs and which were or could have been pleaded in the Lawsuit ("Defendants' Release Claims").

**4. Attorneys' Fees.** In the event that Plaintiffs or Defendants are required to file suit to enforce the provisions of this Agreement, the prevailing party in any such action shall be entitled to an award of its reasonable attorney's fees and all costs including appellate fees and costs, incurred in connection therewith as determined by the court in any such action.

**5. Miscellaneous Terms.**

a. The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with their respective attorney(s). Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the Agreement, the Parties agree that this Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

b. This Agreement supersedes all prior agreements and understandings between Plaintiffs and Defendants. The Parties represent and warrant that (1) they have the requisite right and authority to enter into this Agreement and have not assigned, transferred or disposed of their rights to do the same, and (2) no statement, agreement, or representation that is not expressed in this Agreement has been made to that party and that no party is relying upon any such statement, agreement or representation in entering into this Agreement. No cancellation, modification, amendment, deletion, addition, or other changes in this Agreement or any provision hereof or any right herein provided shall be effective for any purpose unless specifically set forth in a subsequent written agreement signed by both Plaintiffs and an authorized representative of Defendants.

c. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the Parties.


d. The law governing this Agreement shall be that of the United States and the State of Texas.

e. This Agreement may be signed in multiple counter-parts, not one of which need be executed by all of the Parties. A signed copy reproduced electronically shall be deemed valid as an original.

I HAVE READ THIS SETTLEMENT AGREEMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF ALL OPT-IN PLAINTIFFS SET FORTH ON EXHIBIT 1 TO THIS AGREEMENT.

DATE: 1-23-13

Signature:

  
Jake Webb, individually and as attorney in fact  
for each of the Plaintiffs

I HAVE READ THIS SETTLEMENT AGREEMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF ALL OPT-IN PLAINTIFFS SET FORTH ON EXHIBIT 1 TO THIS AGREEMENT.

DATE: 1-23-13

FRITZ, BYRNE, HEAD & HARRISON, PLLC  
98 San Jacinto Boulevard, Suite 2000  
Austin, Texas 78701-4288  
(512) 476-2020  
(512) 477-5267 Fax

By: 

Daniel Byrne  
State Bar No. 03565600  
Kevin Brown  
State Bar No. 24045222

ATTORNEYS FOR PLAINTIFFS

INDIVIDUALLY AND AS PRESIDENT AND AUTHORIZED AGENT FOR ALL OF THE CORPORATE DEFENDANTS

DATE: \_\_\_\_\_

Signature

: \_\_\_\_\_  
Hussein Ali Yassine a/k/a "Mike"

I HAVE READ THIS SETTLEMENT AGREEMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF ALL OPT-IN PLAINTIFFS SET FORTH ON EXHIBIT 1 TO THIS AGREEMENT.

DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Jake Webb, individually and as attorney in fact  
for each of the Plaintiffs

I HAVE READ THIS SETTLEMENT AGREEMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF ALL OPT-IN PLAINTIFFS SET FORTH ON EXHIBIT 1 TO THIS AGREEMENT.

DATE: \_\_\_\_\_

**FRITZ, BYRNE, HEAD & HARRISON, PLLC**  
98 San Jacinto Boulevard, Suite 2000  
Austin, Texas 78701-4288  
(512) 476-2020  
(512) 477-5267 Fax

By: \_\_\_\_\_

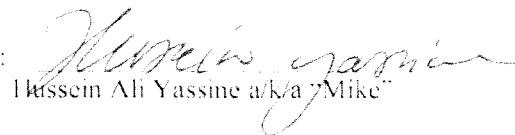
Daniel Byrne  
State Bar No. 03565600  
Kevin Brown  
State Bar No. 24045222

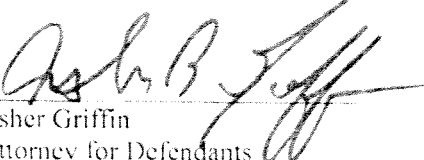
ATTORNEYS FOR PLAINTIFFS

INDIVIDUALLY AND AS PRESIDENT AND AUTHORIZED AGENT FOR ALL OF THE CORPORATE DEFENDANTS

DATE: \_\_\_\_\_

Signature

:   
Hussein Ali Yassine a/k/a "Mike"



Asher Griffin  
Attorney for Defendants

LastName	FirstName	SETTLEMENT AMOUNT
Ables	Kallie	\$533.30
Acosta	Christopher	\$45.71
Andrews	Alyssa	\$2,326.20
Antoine	Celeste	\$3,819.44
Barrera	Travis	\$5,891.69
Baxter	Cassandra	\$13,164.87
Beason	Corrina (Nina)	\$458.88
Benavides	Lindsey	\$3,250.59
Bogart	Jennifer	\$12,146.52
Cantrell	Claire	\$12,079.62
Casiano	Enjol	\$22,327.46
Cavage	Christopher	\$29,204.16
Cervantes	Joe	\$1,500.49
Copeland	John	\$4,383.21
Eakin	Mary Patricia	\$16,770.02
Eddinger	Stephen	\$975.18
Feagins	Rhiannon	\$16,885.27
Fernandes (Tyler)	Lindsay	\$10,801.29
Fuller	James	\$15,183.79
Fulwiler	Madelyn	\$1,706.56
Gordon	Heather	\$7,309.72
Guhlin	Jennifer	\$1,137.70
Harrahan	Christopher	\$1,259.60
Harper	Antonio	\$4,567.74
Hattersley	Chris	\$18,432.08
Henderson	Heather	\$15,172.62
Howard	Christopher	\$6,501.17
Johnson	Heather	\$23,414.37
Kimberley	Amanda	\$12,392.86
Ledesma	Jeff	\$10,675.69
Levin	Anna	\$4,063.23
Luberski	Laura	\$731.38
Mandrake	Jade	\$15,645.98
McManus	Loa	\$605.70
Medo	Kristen	\$4,875.88
Merchen	Chelsie	\$15,882.16
Nance	Heather	\$3,484.22
Nichta	Teresa	\$17,342.38
Noveli	Breton	\$1,913.92
Pachica	Carizza	\$30,309.36
Peschko	Haven	\$4,210.52
Portillo	Edward	\$37,659.77
Ross	Dylan	\$15,058.20
Ross (Ridings)	Ashleigh	\$3,477.46
Saavedra	Emilio	\$24,155.74
Salazar	Sara	\$639.96
Schoen	Jared	\$23,836.79
Sedall	Paul	\$934.54
Thomson	Thomas	\$325.06
Trevino	Annie	\$4,905.79
Tyler	Lauren	\$13,244.63
Webb	Jake	\$406.32
White	Jeremy	\$20,654.28
Wilkinson	Jarod	\$7,516.98
Withers	Scott	\$8,801.97
<b>TOTALS</b>		<b>\$535,000.00</b>

**Exhibit****1**to Settlement  
Agreement



- (2) Attorneys' fees in the amount of \$150,000;
- (3) Post-judgment interest on the foregoing sums at the federal judgment rate; and
- (4) Court costs in the amount to be calculated by the Clerk of the Court.

IT IS FURTHER ORDERED that the entry of this judgment is to acknowledge the compromise of a disputed claim and does not constitute a finding of any violation of any federal, state, or local statute or regulation, or any violation of any of Plaintiffs' rights or of any duty owed by Defendants to Plaintiffs.

IT IS FURTHER ORDERED that the entry of this judgment is to acknowledge the compromise of a disputed claim and does not constitute an admission by Defendants of any violation of any federal, state, or local statute or regulation, or any violation of any of Plaintiffs' rights or of any duty owed by Defendants to Plaintiffs.

This judgment is final and disposes of all claims and all issues by all Parties.

DATED: \_\_\_\_\_

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

Agreed as to form and substance and entry requested:

**/s/ Asher Griffin**

Asher Griffin  
Texas Bar Number 24036684  
agriffin@scottdoug.com  
Scott Douglass & McConnico LLP  
600 Congress, Suite 1500  
Austin, Texas 78701-2589  
Tel – (512) 495-6300

**/s/ Daniel Byrne**

Daniel Byrne  
Texas Bar No. 03565600  
dbyrne@fbhh.com  
Kevin Brown  
Texas Bar Number 24045222  
kbrown@fbhh.com  
Fritz, Byrne, Head & Harrison, PLLC  
98 San Jacinto Blvd. Ste. 2000  
Austin, Texas 78701-4288  
Tel – (512) 476-2020

Last Name	First Name	SETTLEMENT AMOUNT
Adles	Kaile	\$533.30
Acosta	Christopher	\$45.71
Andrews	Alyssa	\$2,326.20
Antoine	Celeste	\$3,819.44
Barrera	Travis	\$5,891.69
Baxter	Cassandra	\$13,164.87
Beason	Corrina (Nina)	\$458.66
Benavides	Lindsey	\$3,250.59
Bogart	Jennifer	\$12,146.52
Cantrell	Claire	\$12,079.62
Ceslano	Enjoli	\$22,327.46
Cavage	Christopher	\$29,204.16
Cervantes	Joe	\$1,500.49
Copeland	John	\$4,383.21
Eakin	Mary Patricia	\$16,770.02
Eudinger	Stephen	\$975.18
Feagins	Rhannon	\$16,885.27
Fernandes (Tyler)	Lindsay	\$10,801.29
Fuller	James	\$15,183.79
Fulwiler	Madelyn	\$1,706.56
Gordon	Heather	\$7,309.72
Guhlin	Jennifer	\$1,137.70
Hanrahan	Christopher	\$1,259.60
Harper	Antonio	\$4,567.74
Hattersley	Chris	\$18,432.08
Henderson	Heather	\$15,172.62
Howard	Christopher	\$6,501.17
Johnson	Heather	\$23,414.37
Kimberley	Amanda	\$12,392.86
Ledesma	Jeff	\$10,675.69
Levin	Anna	\$4,063.23
Luberski	Laura	\$731.38
Mandrake	Jade	\$15,645.98
McManus	Loa	\$605.70
Medo	Kristen	\$4,875.88
Merchen	Chelsie	\$15,882.16
Nance	Heather	\$3,484.22
Nichta	Teresa	\$17,342.38
Novelli	Breton	\$1,913.92
Pachica	Carizza	\$30,309.36
Peschko	Haven	\$4,210.52
Portillo	Edward	\$37,659.77
Ross	Dylan	\$15,058.20
Ross (Ridings)	Ashleigh	\$3,477.46
Saavedra	Emilio	\$24,155.74
Salazar	Sara	\$639.96
Schoen	Jared	\$23,836.79
Sedall	Paul	\$934.51
Thomson	Thomas	\$325.06
Trevino	Annie	\$4,905.79
Tyler	Lauren	\$13,244.63
Webb	Jake	\$406.32
White	Jeremy	\$20,654.28
Wilkinson	Jaron	\$7,516.98
Withers	Scott	\$8,801.97
TOTALS		\$535,000.00

**Exhibit****A**to Agreed Final  
Judgment